

2020 Insurance Requirements

Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1) Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

(2.) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

(5.) Professional Liability/Errors and Omissions:

This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(6.) Medical Malpractice Insurance:

Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

(7.) Excess/Umbrella Liability Insurance:

Such insurance shall provide additional limits of not less than \$1,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

- (8.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (9.) The insurance specified in (1.), (2.) and (6.) above shall: (a) name Milwaukee County, including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- (10.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milwaukee County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (11.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (12.) Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder") shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

- (13.) Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750

Milwaukee, WI 53203

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.